

## **Nineteenth Amendment to the Contract**

This Nineteenth Amendment to the Contract for Iowa Medicaid Enterprise Services (the “Contract”) between the State of Iowa, Department of Human Services (the “Agency” or “DHS”) and Telligen, Inc., (the “Contractor”) is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of February 1, 2015, and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1.** Section 6.2.10, as incorporated into the Contract via the Eighth Amendment to the Contract, is hereby deleted, renumbered, and replaced as follows:

#### **6.2.11 State Innovation Models**

Based on the specific needs within Iowa’s State Innovation Models (SIM) Testing Cooperative Agreement proposal, the Contractor shall provide subject matter expert support to the Agency in implementing and testing a multi-payer value-based purchasing model.

##### **6.2.11.1 State Responsibilities**

Agency staff will:

- a. Provide policy direction and administrative decisions regarding the project as SIM testing efforts mature.
- b. Review and approve all grant deliverables including the SIM Operational Plans, SIM Quarterly Activity reports, and SIM Budget revisions.
- c. Participate on SIM Leadership and other stakeholder outreach activities to promote the SIM initiative.

##### **6.2.11.2 Contractor Responsibilities**

- a. Project Management and Oversight. Contractor shall designate one project director, two project managers, and one project assistant who will be dedicated full time to the SIM project. Contractor shall act on behalf of the State to manage and oversee all project-related activities and milestones, including providing direction and guidance to state and contracted staff, to mitigate risk, resolve issues, and successfully plan, implement, and monitor the SIM Test grant project.
- b. Contractor project director duties include but are not limited to the following:
  1. Create and maintain a Project Work Plan (PWP). The PWP shall define all tasks and deliverables covering the SIM Cooperative Agreement, and incorporate all other contracted staff work plan milestones.

2. Create and maintain a communications plan that incorporates, at minimum, stakeholder engagement and communication strategies.
  3. Implement monthly, quarterly, and as needed status reporting to the Agency, outlining progress on deliverables as defined in the Agency-approved PWP.
  4. Establish the project management structure and tools that allow monitoring of work plans, resolution of issues, and mitigation of risk. Interdependencies within each project shall be identified and prioritized. Necessary elements include but are not limited to:
    - a) A reporting structure that identifies risks that affect time, cost, or performance constraints on the project.
    - b) Walkthroughs of deliverables as needed to seek Agency approval and timely submission of grant deliverables.
  5. Facilitate the development and maintenance of SIM project vision, mission, goals, objectives and a driver diagram with SIM leadership team.
  6. Identify changes needed to the MMIS and other Medicaid infrastructure tools and ensure those changes were appropriately and timely made. Contractor shall maintain a detailed written log and store in a location available to Agency staff.
  7. Identify impacts and coordinate activities with other healthcare initiatives (e.g., BIP, ICD-10, HIT/HIE, PPACA, Managed Care, and ELIAS). Identify recommended solutions to known issues.
  8. Participate in the Agency's healthcare project coordination committee.
  9. Prepare assessment of impacts and risks of the SIM project on the other Agency defined major healthcare initiatives and recommended solutions to issues as they become known.
- c. Contractor PMO duties include but are not limited to the following:
1. Review and report on all project work plans of any vendors having roles in the project. This includes the new SIM project vendors as well as current IME vendors. Facilitate corrective action plans for those plans not found to be acceptable.
  2. Monitor all SIM and IME contractors' progress towards implementation goals and identify risks, timeline, cost, or performance of the project including but not limited to the in-state evaluator, the analytic vendor, Iowa Department of Public Health and subcontractors.
  3. Report on overall implementation readiness for each planned phase of the project.
  4. Prepare and present status updates periodically to CMS, the Agency, and other stakeholders as requested by the Agency.

5. Facilitate the Executive teams (Core Planning Team, Leadership Team and Agency Sponsors) with management activities including development and implementation of key documents and executive meetings.
6. Execute the approved stakeholder engagement plan by scheduling and conducting stakeholder meetings at least bi-annually, with SIM Leadership, and with the MAAC. The Contractor shall engage other stakeholders as deemed necessary by the Agency, at a frequency approved by the Agency and documented in the approved stakeholder engagement plan.
7. Support the development of value-based purchasing (VBP) within the Medicaid population using a MCO as the delivery system. Support includes, but is not limited to:
  - i. Developing a VBP transition plan that is aligned with the Agency's transition into Medicaid MCOs.
  - ii. Facilitate the development of VBP MCO scorecard that aligns with the objectives of the SIM Test.
8. Support the collection of and reporting of SIM activities and SIM outcomes to various levels of leadership and stakeholders as agreed upon by the Agency.
9. Document the project through an indexed project library that includes meeting agendas, meeting notes, decision documents and any other relevant aspects of project activities of the SIM project so that a clear, concise record of all elements is created as a historical reference.
10. Develop and maintain a SIM Webpage designed to inform and engage stakeholders outside of the Agency on SIM activities and outcomes.

#### **6.2.11.3 Performance Standards**

- a. Unless otherwise identified, the Contractor shall provide all identified deliverables in an Agency-approved format and in accordance with timeframes established in the Agency-approved work plan.in accordance with timeframes established in the Agency-approved work plan
- b. **Project Work Plan (PWP):**
  1. Contractor shall submit an initial PWP to the Agency for approval within 20 days of Contract execution. Contractor shall submit a comprehensive PWP for Agency approval no later than October 1, 2015. Contractor must receive final approval of the PWP within 10 calendar days of submission of the initial and comprehensive PWPs.
  2. For those plans found not to be acceptable, Contractor shall submit weekly written reports to the Agency identifying each contractor's work plan status,

the identified risks and corrective actions, and an assessment of the impacts of those risks and other known issues.

**c. SIM Vision, Mission, Goals and Objectives:**

1. Contractor shall format and deliver the SIM vision statement, mission statement, goals, objectives and a driver diagram developed by SIM Leadership team to the Agency for approval by October 1, 2015.

**d. Meeting Facilitation:**

1. Contractor shall facilitate all SIM leadership meetings. This includes and is not limited to agenda preparation, recording of minutes and follow-up actions. A record of all meetings is to be maintained on the SIM website;
2. Contractor shall distribute executive meeting agendas at least two (2) business days prior to each meeting.
3. Contractor shall distribute executive meeting notes within two (2) business days of the conclusion of the meeting.

**e. Stakeholder Engagement and Communication Management:**

1. Contractor shall submit the communications plan to the Agency within 30 days of Contract execution.

**f. Contractor Management:**

1. Contractor shall manage all SIM vendor contracts and submit reports to Agency detailing vendor performance.

**g. Reporting Management:**

1. Contractor shall submit a project library outline to the Agency for approval prior to implementation of the project library and within 10 days of Contract execution.
2. Contractor shall submit at minimum written quarterly status reports to the Agency. These reports will include identification of all project issues, vendor status updates, corrective actions, and resolutions.
3. Contractor shall submit written quarterly reports in a format defined by CMS and by the 15th of the month following the last day of the quarter. Contractor must receive final approval within 10 calendar days of first submission. Contractor must comply with all CMS grant reporting requirements and timelines.
4. Contractor shall submit ad hoc status updates, presentations and reports to Agency and Stakeholders at intervals as defined by the Agency. Such updates and presentations will be professional, accurate, and give the intended audiences a clear, accurate picture of the project's status.
5. Contractor shall include the Agency in all correspondence required by CMS and maintain and inventory of CMS Communication activity on an ongoing basis.

**h. Decisions Management:**

1. Contract shall ensure that at least 95% of recommended resolutions and risk mitigations result in successful resolution and return to execution of the Agency-approved work plan.
2. Contractor shall submit written documentation of all major decisions to the Agency for approval within one (1) business day of the decision(s). Once approved by the Agency's representative, the Contractor shall distribute the decisions and post in the project library.

**Revision 2:** Section 7.1, Payment Terms and Compensation, paragraph four, the lines reading SFY 2015 and SFY16, are modified to read as follows:

SFY 2015 \$ 12,565,216  
 SFY 2016 \$ 12,844,289

**Revision 3:** Section 7.1, Payment Terms and Compensation, is modified by adding the following text at the end of the Section:

Notwithstanding the above, for the Scope of Work set forth in Section 6.2.11, Contractor shall be entitled to receive the following amounts, prorated based on the start date of the project staff set forth in 6.2.11.2.a:

|       |              |
|-------|--------------|
| SFY15 | \$174,066.67 |
| SFY16 | \$511,403.75 |
| SFY17 | \$647,842.50 |
| SFY18 | \$660,798.33 |
| SFY19 | \$389,943.75 |

**Note:** payment for services within years two through four of the grant period is contingent upon continuance of federal funding for the grant and extension of this contract.

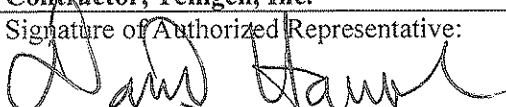
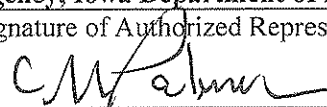
## **Section 2: Ratification and Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

## **Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

|                                                                                                                              |                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Contractor, Telligen, Inc.</b>                                                                                            | <b>Agency, Iowa Department of Human Services</b>                                                                              |
| Signature of Authorized Representative:<br> | Signature of Authorized Representative:<br> |
| Printed Name: <u>David Hancock</u>                                                                                           | Printed Name: Charles M. Palmer                                                                                               |
| Title: <u>Vice President</u>                                                                                                 | Title: Director                                                                                                               |
| Date: <u>8/4/2015</u>                                                                                                        | Date: <u>8-10-15</u>                                                                                                          |

